

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

CIVIL ACTION NO:

NEWREZ LLC D/B/A SHELLPOINT
MORTGAGE SERVICING

PLAINTIFF

v.

SELBY W. LANDMANN

DEFENDANT

COMPLAINT FOR FORECLOSURE

**PROPERTY ADDRESS: 221 HUNTS MEADOW ROAD, WHITEFIELD, ME 04353
MORTGAGE RECORDED IN BOOK 5010, PAGE 245 AND RE-RECORDED IN BOOK
5029, PAGE 295 AT THE LINCOLN COUNTY REGISTRY OF DEEDS**

NOW COMES the Plaintiff, NewRez LLC d/b/a Shellpoint Mortgage Servicing, by and through its attorneys, Bendett & McHugh, P.C., and complains against the Defendant pursuant to 14 M.R.S. § 6321 et seq., saying further as follows:

JURISDICTION AND VENUE

1. This Court has diversity jurisdiction pursuant 28 U.S.C. § 1332 because the Plaintiff and Defendant are citizens of different states and the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs. Any Court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought under 28 U.S.C. § 2201.

2. Venue is properly exercised pursuant to 28 U.S.C. §1391(b)(2) insofar as all or a substantial portion of the events that give rise to the Plaintiff's claims transpired in Maine and the property is located in Maine.

PARTIES

3. NewRez LLC d/b/a Shellpoint Mortgage Servicing, ("Plaintiff") is a limited liability company incorporated in the State of Delaware, and having a principal place of business at 55 Beattie Place, Suite 110, Greenville, SC 29601.
4. The Defendant is, upon information and belief, a resident of the State of Maine and domiciled in the State of Maine.

FACTS

5. Defendant Selby W. Landmann is the owner of certain real property located at 221 Hunts Meadow Road, Whitefield, Maine (the "Premises") by virtue of a deed from James Barton, dated May 31, 2016, and recorded in the Lincoln County Registry of Deeds on June 1, 2016 in Book 5010 at Page 243 and being more particularly described by the attached legal description. *See Exhibit A.*
6. On May 31, 2016, the Defendant executed and delivered to Camden National Bank, a certain promissory note in the original principal amount of \$144,688.00 (the "Note"). *See Exhibit B.*
7. The Plaintiff is entitled to enforce the Note as it was endorsed to Ditech Financial LLC and subsequently endorsed in blank.
8. Plaintiff certifies that the owner of the Note is NewRez LLC d/b/a Shellpoint Mortgage Servicing.

9. To secure said Note in the amount of \$144,688.00, the Defendant executed and delivered a Mortgage in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Camden National Bank, dated May 31, 2016 and recorded in the Lincoln County Registry of Deeds in Book 5010 at Page 245 and re-recorded in Book 5029 at Page 295 securing the property located at 221 Hunts Meadow Road, Whitefield, ME, 04353 (the “Mortgage”). *See* Exhibit C.
10. Said Mortgage was assigned from Mortgage Electronic Registration Systems, Inc. as nominee for Camden National Bank to Ditech Financial, LLC by an Assignment of Mortgage, dated April 18, 2018 and recorded on April 19, 2018 in Book 5247 at Page 241 in the Lincoln County Registry of Deeds. Said Mortgage was then assigned from Camden National Bank to Government National Mortgage Association by a Quitclaim Assignment of Mortgage, dated August 24, 2018 and recorded on October 17, 2018 in Book 5316 at Page 38 in the Lincoln County Registry of Deeds. Said Mortgage was then assigned by Ditech Financial LLC to Government National Mortgage Association by an Assignment of Mortgage, dated December 19, 2019 and recorded on January 22, 2020 in Book 5482 at Page 142. Said Mortgage was thereafter assigned from Government National Mortgage Association to Ditech Financial LLC by an Assignment of Mortgage, dated August 20, 2020 and recorded on September 8, 2020 in Book 5579 at Page 294 in the Lincoln County Registry of Deeds. Said Mortgage was subsequently assigned to Plaintiff by an Assignment of Mortgage, dated September 24, 2020 and recorded on September 30, 2020 in Book 5593 at Page 12 in the Lincoln County Registry of Deeds. *See* Exhibit D.

11. Plaintiff, directly or through its agent, is in possession of the original Note, the Mortgage, and any Assignments.
12. Plaintiff is the party entitled to collect the debt evidenced by said Note, is the party entitled to enforce the Mortgage, and has the right to foreclose the Mortgage.
13. Defendant is presently in default of the Note, having failed to make the monthly payment due December 1, 2017, and having failed to make all payments due thereafter. As a result thereof, Defendant has breached a condition of the Mortgage.
14. In compliance with the Note and Mortgage and/or 14 M.R.S.A. § 6111, on or about August 29, 2019, Plaintiff sent a Notice of Default to the mortgagor and any co-signor against whom the mortgagee is enforcing the obligation secured by the mortgage, by certified mail, return receipt requested and/or by regular mail, postage prepaid (herein after referred to as the “Demand Letter”). *See* Exhibit E.
15. The Defendant has failed to cure the default prior to the expiration of the Demand Letter. In accordance with the Note and the Mortgage, the Plaintiff has declared the entire principal amount outstanding, accrued interest thereon, and all other sums due under the Note and Mortgage to be presently due and payable.
16. The total unpaid principal balance owed under the Note and Mortgage as of August 29, 2019 is One Hundred Forty Thousand, Seven Hundred Ninety Dollars and One Cent (\$140,790.01), also owed is interest, late charges, expenses, and reasonable attorney’s fees and costs.
17. Plaintiff anticipates that additional disbursements will be made for attorney’s fees and other services rendered during the foreclosure and sale.

COUNT I – FORECLOSURE

18. The Plaintiff repeats and realleges paragraphs 1 through 17 as if fully set forth herein.
19. This is an action for foreclosure and title to real estate located at 221 Hunts Meadow Road, Whitefield, ME, 04353, County of Lincoln, and State of Maine. *See Exhibit A.*
20. The Plaintiff is the holder of the Note pursuant to endorsement by the previous holder and physical possession of the Note. As such, Plaintiff has the right to foreclosure upon the subject property.
21. Plaintiff is the current owner and investor of the Mortgage and Note.
22. The Defendant is presently in default on said Mortgage and Note, having failed to make the monthly payment due December 1, 2017, and all payments due thereafter. As a result, Defendant has breached the condition of the Mortgage and Note.
23. The total unpaid principal balance owed under the Note and Mortgage as of August 29, 2019 is One Hundred Forty Thousand, Seven Hundred Ninety Dollars and One Cent (\$140,790.01), also owed is interest, late charges, expenses, and reasonable attorney's fees and costs.
24. By virtue of the Defendant's breach of condition, the Plaintiff hereby demands a foreclosure on said real estate.
25. Notice in conformity with 14 M.R.S.A. §6111 was sent to the Defendant on August 29, 2019 as evidenced by the Demand Letter and a United States Postal Service Certificate of Mailing. *See Exhibit F.*
26. The Defendant is not in the Military as evidenced by the attached Exhibit G.

COUNT II – UNJUST ENRICHMENT

27. The Plaintiff repeats and re-alleges paragraphs 1 through 26 as if fully set forth herein.
28. Mortgage Electronic Registration Systems, Inc., as nominee for Camden National Bank, predecessor-in-interest to NewRez LLC d/b/a Shellpoint Mortgage Servicing, loaned the Defendant \$144,688.00. *See* Exhibit B.
29. The Defendant has failed to repay the loan obligation pursuant to the terms of the Note and Mortgage.
30. As a result, the Defendant has been unjustly enriched to the detriment of the Plaintiff, as successor-in-interest to Mortgage Electronic Registration Systems, Inc., as nominee for Camden National Bank by having received the benefits described above without repayment pursuant to the terms of the Note and Mortgage.
31. As such, the Plaintiff is entitled to relief.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiff, NewRez LLC d/b/a Shellpoint Mortgage Servicing, prays this Honorable Court:

- a. Find that the Defendant entered into a contract for a sum certain in exchange for a security interest in the subject property.
- b. Determine that there has been a breach of condition of the Mortgage;
- c. Find that Plaintiff is entitled to enforce the terms and conditions of the Note and Mortgage;
- d. Determine the amounts due under the Note and secured by the Mortgage, including principal, interest, reasonable attorney's fees, court costs and other expenses;

- e. Find that the Defendant is liable for any deficiency balance remaining due to Plaintiff after the sale of the mortgaged real estate and application of the proceeds of sale (this prayer is void for any Defendant that did not execute the Note or Guaranty and for any Defendant who has been granted discharge in bankruptcy);
- f. Issue a Judgment of Foreclosure and Sale in conformity with Title 14, M.R.S. § 6322;
- g. Order exclusive possession of the real estate to Plaintiff upon the expiration of the statutory ninety (90) day period of redemption and direct the clerk to issue a Writ of Possession at the request of Plaintiff;
- h. Find that by virtue of the Note and Mortgage, the Defendant has been unjustly enriched at the Plaintiff's expense; and
- i. Order such other and further relief as this Honorable Court deems just and proper.

Respectfully submitted,

NewRez LLC d/b/a Shellpoint Mortgage Servicing

By its Attorneys,
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Dated: October 5, 2020

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